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Attorney or Party Name, Address, Telephone & FAX Numbers, and California State Bar Number FOR COURT USE ONLY BRAD D. KRASNOFF, State Bar No. 125065 FILED SCOTT LEE, State Bar No. 204564 LEWIS BRISBOIS BISGAARD & SMITH LLP 221 North Figueroa Street, Suite 1200 SEP 2 2 2005 Los Angeles, California 90012-2601 T (213)250-1800 F (213)250-7900 CLERK U.S. BANKBUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA BY Deputy Clerk UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA In re: ANDREW RICHARD WAGNER, CASE NO .: RS05-12275-MG Debtor(s).

NOTICE OF SALE OF ESTATE PROPERTY

Sale Date: October 20, 2005	Time: 11:00 a.m.
Location: 3420 Twelfth Street, Ctrm 301, Rivers:	ide, California 92501-3819
Type of Sale: X Public: Private: Last date to file obj	ections: October 6, 2005
Description of Property to be Sold: <u>A parcel of residential</u> Canyon Hill, Riverside, California ("Subject Popular Property to be Sold: <u>A parcel of residential</u> Canyon Hill, Riverside, California ("Subject Popular Property to be Sold: <u>A parcel of residential</u> Canyon Hill, Riverside, California ("Subject Property to be Sold: <u>A parcel of residential</u> Canyon Hill, Riverside, California ("Subject Property to be Sold: <u>A parcel of residential</u> Canyon Hill, Riverside, California ("Subject Property to be Sold: <u>A parcel of residential</u> Canyon Hill, Riverside, California ("Subject Property to be Sold: <u>A parcel of residential</u> Canyon Hill, Riverside, California ("Subject Property to be Sold: <u>A parcel of residential</u> Canyon Hill, Riverside, California ("Subject Property to be Sold: <u>A parcel of residential</u> Canyon Hill, Riverside, California ("Subject Property to be Sold: <u>A parcel of residential</u> Canyon Hill, Riverside, California ("Subject Property to be Sold: <u>A parcel of residential</u> Canyon Hill, Riverside, California ("Subject Property to be Sold: <u>A parcel of residential</u> Canyon Hill, Riverside, California ("Subject Property to be Sold: <u>A parcel of residential</u> Canyon Hill ("Subject Property to be Sold: <u>A parcel of residential</u> Canyon Hill ("Subject Property to be Sold: <u>A parcel of residential</u> Canyon Hill ("Subject Property to be Sold: <u>A parcel of residential</u> Canyon Hill ("Subject Property to be Sold: <u>A parcel of residential</u> Canyon Hill ("Subject Property to be Sold: <u>A parcel of residential</u> Canyon Hill ("Subject Property to be Sold: <u>A parcel of residential</u> Canyon Hill ("Subject Property to be Sold: <u>A parcel of residential</u> Canyon Hill ("Subject Property to be Sold: <u>A parcel of residential</u> Canyon Hill ("Subject Property to be Sold: <u>A parcel of residential</u> "Subject Property to be Sold: <u>A parcel of residential</u> "Subject Property to be Sold: <u>A parcel of residential</u> "Subject Property to be Sold: <u>A parcel of residential</u> "Subject Property "Subject Property "Subject Property "Subject Property "Su	l real property located at 6870
Terms and Conditions of Sale: The sale will be on an "a any representations and/or warranties whatsoeves subject to Bankruptcy Court approval and overbi	er. In addition, the sale will be
Proposed Sale Price: <u>\$1,200,000 (with \$69,859.50 cre</u> Overbid Procedure (If Any): <u>See Attachment</u>	
If property is to be sold free and clear of liens or other interests, list date	e, time and location of hearing:
Contact Person for Potential Bidders (include name, address, telephone Brad D. Krasnoff, Esq. Lewis Brisbois Bisgaard & Smit 221 N. Figueroa Street, Suite Los Angeles, CA 90012-2601 Tel (213) 250-1800 Fax (213	h LLP
Date: October 16, 2005	

Notice of Sale of Estate Property

January 2001

ATTACHMENT

In order for any party to participate in an overbid procedure regarding the acquisition of the Subject Property, the Trustee requests that the parties comply with the following provisions:

- a. Each party (including Dino Bavadi and/or his nominee (collectively, "Buyer")) must be present either physically or telephonically at the hearing on the Motion or represented by an individual or individuals with the authority to participate in the overbid process;
- b. Each party participating in the overbid process (except for the Buyer) must remit at or prior to the hearing on the Motion a deposit in cash or a cashier's check made payable to the Trustee in the amount of twenty thousand dollars (\$20,000.00). The \$20,000.00 deposit shall not be refundable if such party is the successful bidder and is thereafter unable to complete the purchase of the Subject Property;
- c. The bidding for the Subject Property shall begin at \$1,205,000.00 (the gross purchase price without subtracting the \$69,859.50 credit) with overbids being made in minimal increments of \$1,000.00;
- d. Any party participating in the overbid process shall not be precluded from continuing to make bids after initially passing his/her/its turn or turns to overbid;
- e. Real estate brokers may participate in the overbid process as potential buyers of the Subject Property. Moreover, in the event that the successful bidder is a real estate broker, he/she/it shall not be precluded from sharing in the brokers' commissions for the Subject Property;
- f. The successful bidder shall receive a credit in the amount of \$69,859.50 towards the purchase price; and
- g. Each party (including the Buyer) must pay the full amount of the successful bid to the Trustee within the time period set forth in the Documents or otherwise within eleven (11) days from the date of entry of an order granting the Motion, whichever is earlier. In the event that the Buyer is not the successful bidder of the Subject Property, the successful bidder shall then become the Buyer under the same terms and conditions as set forth in the Documents and shall waive all contingencies regarding the purchase of the Subject Property. Furthermore, if

the successful bidder cannot deliver the balance of the sale price within the above-referenced period, the Trustee shall be authorized to accept the offer made by the next highest bidder and the successful bidder's deposit shall be non-refundable.